State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, New Hampshire 03301-6398

Date: 6/25/2004

**Bid No.: 21** 

Date of Bid Opening: 7/9/2004

Time of Bid Opening: 1:30 pm

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: Michael P. Walsh II, Purchasing Agent/las

TEL. NO: <u>(603) 271-3235 - FAX No. (603) 271-2700</u>

# REQUEST FOR BID FOR A CONTRACT FOR: GUARDRAIL, BEAM (FURNISH & INSTALL)

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

#### **GENERAL CONDITIONS AND INSTRUCTIONS:**

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This RFB is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. An RFB may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

RFBs may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**Proposals.** Proposals must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Proposals must be submitted on this proposal form or exact copies and must be typed or clearly printed in ink. <a href="Corrections must be initialed">Corrections must be initialed</a>. Proposals are to be made less Federal Excise Tax and no charge for handling unless required by law.

Proposals will be made available to the public after the time of award. Proposal results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming RFP meeting specifications at the lowest cost unless other criteria are noted in the RFP. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail

When identical low proposals are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any proposal, to determine what constitutes a conforming RFP, to award the RFB solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the RFB. PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this RFP and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this RFP or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the proposal and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

**OFFER.** The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this RFB at the price(s) quoted in complete accordance with all conditions of this RFB.

Company Name:	
Address:	
Tel.#:(local)	(Toll free)
Authorized	Email
	TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

## CONTRACT TERMS AND CONDITIONS

- 1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
- 2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
- **3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
- 4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
- **5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

**6. INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is

## 7. PERSONNEL.

- **7.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
- 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

## 8. EVENT OF DEFAULT; REMEDIES.

- **8.1.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
- 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
- 8.1.2. failure to submit any report required hereunder; or
- **8.1.3.** failure to perform any of the other covenants and conditions of this agreement.
- **8.2.** Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- **8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

- **8.2.2.** give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
- **8.2.3.** set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
- **8.2.4.** treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.
- 10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.
- 12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- **12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).
- **13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.
- **14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.
- **15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
- **16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- 17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.
- **18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

# BID INVITATION FOR: GUARDRAIL, BEAM (FURNISH & INSTALL)

#### **PURPOSE:**

The purpose of this bid invitation is to establish a contract in the form of a purchase order for supplying the State of New Hampshire, Department of Transportation with *GUARDRAIL*, *BEAM (FURNISH AND INSTALL)*, in accordance with the requirements of this bid invitation and any resulting order. These items shall be a one-time order with delivery required to the location indicated in the F.O.B. section of this bid invitation.

## VENDOR CERTIFICATIONS

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

## STATE OF NEW HAMPSHIRE VENDOR APPLICATION

Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <a href="http://www.admin.state.nh.us/purchasing">http://www.admin.state.nh.us/purchasing</a>

# NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'foreign' (out-of-state). Please visit the following website for information on requirements and filing fees for both classifications: <a href="http://www.admin.state.nh.us/sos/corporate">http://www.admin.state.nh.us/sos/corporate</a>

#### SPECIFICATION COMPLIANCE:

Bidder's offer must meet the required specifications as written. Bidder to provide Certificate of Compliance for all guardrail installed. All components offered by the bidder must be **new**; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment and shall not have been placed anywhere for evaluation purposes.

## **SPECIFICATION GENERAL:**

Furnish and install the specified type and quantity of guardrail components per NH Standard specifications for Road and Bridge Construction –DATED 2002 INCLUDING THE LATEST SUPPLEMENTAL SPECIFICATIONS. (SEE ATTACHED)

# SPECIFICATION-GUARDRAIL - STANDARD SECTION:

Galvanized beam guardrail unit will be standard section #606.120- W6 X 8.5 steel post, 7 FT in length.

## SPECIFICATION-GUARDRAIL- CURVED WITH CRT POST:

Galvanized beam guardrail curved with CRT post per standard # 606.141.

## SPECIFICATION-GUARDRAIL- TERMINAL UNIT TYPE ELT:

Galvanized beam guardrail unit will be terminal end type #ELT-GR-1452.

# SPECIFICATION-GUARDRAIL - ANCHOR:

Guardrail anchor unit will be for curved guardrail per section #606.84.

## SPECIFICATION-GUARDRAIL - STANDARD SECTION:

Galvanized beam guardrail unit will be standard section #606.140-wooden post #GR140, 7 FT in length.

## SPECIFICATION - BEAM-GUARDRAIL - (SPECIAL TERMINAL UNIT):

Terminal unit, special shall SPECIFICATION #606.14531.

# SPECIFICATION - BEAM-GUARDRAIL - BRIDGE APPROACH UNIT:

Approach unit shall meet specification #606.1485.

# SPECIFICATION-STATE FORCES RESPONSIBILITIES:

Existing cable, guardrail and wood post removal and traffic control to be provided by State personnel.

## **BID PRICES**:

Bid prices shall include delivery and all other costs. Bid prices should be government and/or educationally discounted prices.

**REQUISITION NO.:** 164794

# **F.O.B.**:

The F.O.B. shall be destination to the following delivery and installation point:

## LYME & HAVERHILL NH AREA, SEE ATTACHED MAPS AND DRAWINGS

## AWARD:

Award will be made in total to the bidder offering the *lowest total amount* that meets all required specifications.

## **CERTIFICATE OF INSURANCE:**

**Prior to award**, the successful bidder shall be required to submit a Certificate of Insurance as proof of his general comprehensive liability insurance to cover the current period through 12/31/2004 to the Bureau of Purchase and Property.

#### **OFFER:**

Successful bidder hereby offers to sell the required items to the State of New Hampshire at the following price(s):

The unit prices and extensions indicated should be government and/or educationally discounted prices.

QTY	UNIT	DESCRIPTION	DELIVERED/ IN UNIT	STALLED PRICES EXTENSION
		NSTALL GUARDRAIL AS PER ATTACHED SPECIFICATIONS, Q OCATIONS	UANTITIES ARE TOTAL	S FOR BOTH LYME
1800+/-	FT	BEAM GUARDRAIL STANDARD SECTION (W6 X 8.5 STEEL POSTS, 7' LONG) PER SPEC # 606.120	\$/FT.	\$
1926+/-	LF	BEAM GUARDRAIL, STANDARD SECTION PER SPEC. #606.140 (WOOD POST-#GR 140-7' LONG)	\$/FT.	\$
7+/-	UNIT	BEAM GUARDRAIL (TERMINAL UNIT TYPE ELT) SPECIFICATION # 606.1452	\$/EA.	\$
4+/-	UNIT.	ANCHOR FOR CURVED GUARDRAIL WITH CRT POST PER SPECIFICATION #606.84	\$/EA.	\$
120+/-	LF	GALVANIZED BEAM GUARDRAIL CURVED W/CRT POST PER SPECIFICATION #606.141	\$/LF.	\$
8+/-	UNIT	BEAM GUARDRAIL (SPECIAL TERMINAL UNIT) PER SPECIFICATION # 606.14531	\$/EA.	\$
11+/-	UNIT	BEAM GUARDRAIL (BRIDGE APPROACH UNIT) PER SPECIFICATION # 606.1485	\$/EA.	\$
		$\mathbf{A}\mathbf{M}$	OUNT IN TOTAL \$	

&

# WARRANTY REQUIREMENTS:

Successful bidder shall be required to provide a USA warranty on all of the equipment awarded for a period of not less than the manufacturer's standard period of time. The installation shall carry a warranty of (1) one year from the date the installation is completed and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, labor, travel, lodging and expenses.

## DELIVERY/ INSTALLATION/COMPLETION

- Due care shall be taken to prevent any damage to the existing pavement by contractors equipment or work practices.
- This bid does require the successful bidder to complete all work stated on this bid on or before 9/30/2004
- Awarded bidder will contact Douglas P. King, PE, at 603-448-2654 a minimum of ten (10) days prior to commencing work.

## **NOTE TO BIDDER:**

- The limits of each section of guardrail will be laid out by the State engineer before installation.
- Should unexpected circumstances arise, field adjustments will be made.
- Once work has started at an installation location, it shall proceed uninterrupted until completion.
- If an entire run of guardrail cannot be completed in a single workday, the installation area shall be adequately protected and left in a safe condition for the overnight period.
- Run #11 located on route 10 in the town of Haverhill cannot be started until 9/7/2004. The completion date for this section of work will be on or before 9/30/2004.

## **BIDDER OFFER FORMAT:**

THIS BID #21 MAY HAVE BEEN DELIVERED TO YOU IN A FACSIMILE OR WEB BASED FORMAT, **BIDDERS MUST** RETURN THE COMPLETE SIGNED HARD COPY OFFERS OR FAX COPY OFFERS TO THE BUREAU OF PURCHASE AND PROPERTY BEFORE 1:30 PM **ON 7/9/2004** 

## FAX NUMBER 603-271-2700

## Mailing address will be:

NH DEPT OF ADMINISTRATIVE SVC BUREAU OF PURCHASE AND PROPERTY 25 CAPITOL STREET, STATE HOUSE ANNEX, ROOM 102 CONCORD, NH 03301

Bid #21, opening @ 1:30pm on 7/9/2004

## **BID RESULTS:**

**Bid results will not be given over the telephone**. Bid results will be mailed to you if you include a self-addressed envelope with the correct amount of postage on it. Bid results may also be viewed on our web site at: <a href="http://www.admin.state.nh.us/purchasing/bids.asp">http://www.admin.state.nh.us/purchasing/bids.asp</a>

# GUARDRAIL SUMMARY

ITEM	606.120	606.140	606.141	606.1452	606.14531	606.1485	606.84	
DESCRIPTION	Beam Guardrail Std. Sect. (W6x8.5 steel posts)	o Beam Guardrail Std. Sect. (7' Wood Post)	Beam Guardrail (Curved w/CRT Posts)	Beam Guardrail (Terminal Unit Type Elt)	Beam Guardrail (Special Terminal Unit)	Beam Guardrail (Bridge Approach Unit)	Anchor for Curved Guardrail w/CRT Posts	Comments
Unit	(H)	(H)	(IF)	(unit)	(unit)	(unit)	(unit)	
TOWN OF LYME: (Heading east) Lyme Center Road (Dorchester Rd.):		·						
Run # 1 - 3500 ft from NH 10, rt.	0	312	င္က	0	-	0	-	New run same location as old.
Run # 2 - 3900 ft from NH 10. rt.		327	တ္တ			-	-	New run same location as old. Affach to bridge rail
Run # 3 - 4470 ft from NH 10, rt.			93			-	-	Attach to bridge rail.
Run # 4 - 6400 ft from NH 10, rt.			30			-	-	Attach to bridge rail.
Run # 5 - 6700 ft from NH 10, rt.		212		2				•
Run # 6 - 7650 ft from NH 10, rt.	0	300	0	2	0	0	0	
Run # 7 ~ 10550 ft from NH 10, rt.					8	2		Attach to bridge rail.
Run #8 - 4550 ft from NH 10, It.	1800			-	-	2		Attach to bridge rail.
Run # 9 - 6500 ft from NH 10, It.				-	-	2		Attach to bridge rail.
Run # 10 - 10700 ft from NH 10, It.					7	2		Attach to bridge rail.
TOTAL LYME CENTER RD.	1800	1151	120	9	7	=	4	
TOWN OF HAVERHILL: (Heading north) NH Route 10:	N							
Run # 11 - 9000 ft from Newbury Rd. It.		775		-	-		-	Going up hill just before entering North Haverhill Village.
TOTAL NH 10:	0	775	0	1	-	0	0	
TOTAL:	1800	1926	120	2	8	11	4	
ROUNDING:		0	0					
GRAND TOTAL:	1800	1926	120	7	8	11	4	

Supersedes Spec. Prov. dated 2/21/95 & 10/20/99

February 24, 2004

# SPECIAL PROVISION

# AMENDMENT TO SECTION 606 -- GUARDRAIL

Item 606.141 - Beam Guardrail (Curved W/CRT Posts)
Item 606.84 - Anchor for Curved Guardrail W/CRT Posts
Item 606.241 - Corrosion Resistant Beam Guardrail (Curved W/CRT Posts)
Item 606.284 - Corrosion Resistant Anchor for Curved Guardrail W/CRT Posts

# Add to Description:

1.2 The Contractor shall furnish and install steel beam guardrail (curved w/CRT posts) and anchors as detailed on the plans or herein, at the locations shown on the plans, details or ordered.

# **Add** to 3.2:

3.2.7 The Contractor shall install steel beam guardrail (curved w/CRT posts) and anchors as shown on the plans, details or ordered.

# **Add** to 4.1:

**4.1.1.1** Anchors for curved guardrail w/CRT posts will be measured by the unit.

# **Add** to 5.1:

5.1.2 The accepted quantities of anchors for curved guardrail w/CRT posts will be paid for at the contract unit price.

# Add to pay items and units:

606.141	Beam Guardrail (Curved w/CRT Posts)	Linear Meter (Linear Foot)
606.84	Anchor for Curved Guardrail w/CRT Posts	Unit
606.241	Corrosion Resistant Beam Guardrail	
	(Curved w/CRT Posts)	Linear Meter (Linear Foot)
606.284	Corrosion Resistant Anchor for Curved	
	Guardrail w/CRT Posts	Unit

February 23, 2004

# SPECIAL PROVISION

# AMENDMENT TO SECTION 606 -- GUARDRAIL

Item 606.1453X - Beam Guardrail (Terminal Unit Special, \_\_\_\_M (FT.))

# Add to Materials:

- 2.12 Terminal unit, special shall be an SKT 350 as manufactured by Road Systems, Inc. (915) 263-2435, or an ET-2000 Plus as manufactured by /Trinity Industries, Inc. (214) 631-4420, or an approved equal.
  - **2.12.1** The terminal unit shall be a tangent type end unit.
  - 2.12.2 The Contractor shall utilize the same terminal unit model throughout the project.

# Add as the second paragraph of 3.3:

Before installation, the Contractor shall provide the Engineer with copies of the manufacturer's documents indicating satisfactory testing in accordance with NCHRP 350 and/or its subsequent revisions and of the approval by the FHWA for use of the terminal unit as intended. Also, the Contractor shall provide a list of component parts which will be forwarded to the appropriate District Maintenance Office.

# Amend 3.3.1 to read:

3.3.1 The terminal unit system shall be installed as shown on the plans, specified by the manufacturer or ordered.

# **Add** to 4.1:

**4.1.3** Beam guardrail terminal unit special will be measured as a unit for the installation from the end to the center of the last post of beam guardrail.

# Add to 5.1:

5.1.1 The accepted quantities of beam guardrail terminal unit special will be paid for at the contract unit price per unit including the anchorage, complete in place.

Add to pay items and units:

606.1453X Beam Guardrail (Terminal Unit Special, \_\_M (FT.))
Unit
606.1453X Beam Guardrail for Storage (Terminal Unit Special, \_\_M (FT.))
Unit





